

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION NO.213 OF 2007

Deesha Leasecon Pvt. Ltd.	.. Petitioner.
Versus	
Sambhav Tirth Co-operative Housing Society	.. Respondent.

Mr.Vivek A.Vashi i/b.Amarchand & Mangaldas & Suresh
A.Shroff & Co. for petitioner.
Mr.Niranjan Mogre for respondent.

CORAM : S.C.DHARMADHIKARI, J.
DATE : 20th September, 2007.

P.C.:

1. This petition under Section 9 of the Arbitration and Conciliation Act, 1996, was placed before the Court on earlier occasion and the interest of the petitioner was protected.

2. Thereafter, I was informed that the parties have agreed to settle their disputes and claims amicably. They are required to execute certain documents and that is how, matter stood adjourned till today.

3. Now, I am informed by both sides that the disputes have been resolved and the subject hoarding is allowed to be retained at the site of the respondent society, initially for a period of three years and thereafter renewed at the sole option of the petitioner for further

period of five years. Thus, for a period of five years from 1st August, 2007, the hoarding would be allowed to be displayed at site.

4. The members of the Co-Operative Housing Society, in the General Body Meeting have resolved to accept these terms. Resolution in that behalf is annexed to the Consent Terms. The Consent Terms are signed by the Director / Authorised signatory of the petitioner and the Honorary Chairman, Secretary so also Treasurer of respondent - Co-Operative Housing Society.

5. In such circumstances, the Consent Terms which are signed after understanding all implications and consequences by the concerned parties and their Advocates are taken on record and marked "X" for identification. Order in terms of the Consent Terms.

6. In the light of the above, arbitration petition does not survive and stands disposed of accordingly with no order as to costs.

(S.C.Dharmadhikari, J.)